

23 Federal Plaza
Youngstown, Ohio 44503

REF ID: A29730

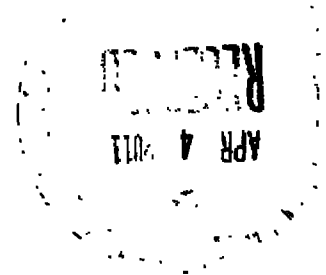
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SURFACE TRANSPORTATION BOARD

March 28, 2011

Secretary
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423-0001



RE: FOR RECORDATION

Dear Secretary:

I've enclosed an original, 10 copies and one copy/counterpart of the document(s) described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Security Agreement including the taking of a security interest in collateral including locomotives which travel in interstate commerce, a primary document, dated March 25, 2011.

The names and addresses of the parties to the documents are as follows:

Secured Party: The Huntington National Bank: P.O. Box 341470, Columbus, OH 43234-9909
Debtor/Borrower: LHAGS, Inc.: 429 Logan Avenue SE, Warren, OH 44482

A description of the equipment covered by the documents is on Exhibit A, attached hereto and incorporated herein.

A fee of \$41.00 is enclosed. Please return the original and any extras copies not needed by the Board for recordation to Sherri Hull 23 West Federal Street Youngstown, Ohio 44503.

A short summary of the document to appear in the index follows: Security Agreement between The Huntington National Bank, P.O. Box 341470, Columbus, OH 43234-9909 and LHAGS, Inc., 429 Logan Avenue SE, Warren, OH 44482 dated March 25, 2011, and covering the attached list of locomotives.

Very truly yours,

A handwritten signature in cursive script that reads 'Sherri Hull'.

Sherri Hull

Commercial Banking

Enclosures

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Cur / Coll	Account	Officer	Initials
\$1,680,000.00	03-25-2011	03-30-2012			6801040263		

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: LHAGS, INC.
Spirongo, Inc.
429 Logan Ave. SE, PO Box 1107
Warren, OH 44482

Lender: THE HUNTINGTON NATIONAL BANK
Mahoning Valley Commercial Lending
P. O. Box 341470 - NC1W25
Columbus, OH 43234-9909

Grantor: LHAGS, INC.
429 Logan Ave. SE, PO Box 1107
Warren, OH 44482

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SUMMARY INFORMATION BOARD

THIS COMMERCIAL SECURITY AGREEMENT dated March 25, 2011, is made and executed among LHAGS, INC. ("Grantor"); LHAGS, INC.; and Spirongo, Inc. ("Borrower"); and THE HUNTINGTON NATIONAL BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); including but not limited to a purchase money security interest in locomotive(s) as evidenced in attached "Exhibit A". The Locomotive(s) described in Exhibit A attached hereto, together with all parts, accessories attachments and devices now or hereafter attached hereto and all leases thereof and all other third party rental or usage agreements pertaining thereto, now existing or hereafter arising, and all accounts, rents, monies and rights arising under all such now existing or hereafter arising leases or rental of said Locomotive(s).

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Grantor, or any other party to the indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (D) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Ohio, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least twenty (20) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect

Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Ohio Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without

and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Ohio.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means LHAGS, INC.; and Spirongo, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means LHAGS, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Page 5

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means THE HUNTINGTON NATIONAL BANK, its successors and assigns.

Note. The word "Note" means the Note executed by LHAGS, INC.; and Spirongo, Inc. in the principal amount of \$1,680,000.00 dated March 25, 2011, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 25, 2011.

GRANTOR:

LHAGS, INC.

By: 

George Bakeris, President of LHAGS, INC.

By: 

Spiros Bakeris, Vice President of LHAGS, INC.

BORROWER:

LHAGS, INC.

By: 

George Bakeris, President of LHAGS, INC.

By: 

Spiros Bakeris, Vice President of LHAGS, INC.

SPIRONGO, INC.

By: 

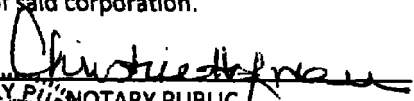
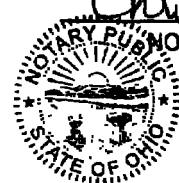
George Bakeris, President of Spirongo, Inc.

By: 

Spiros Bakeris, Vice President of Spirongo, Inc.

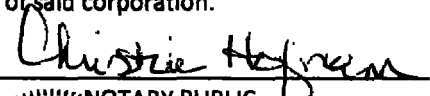

State of Ohio)
County of Trumbull) ss.

On this 25th day of March, 2011, before me personally appeared George Bakeris, to me personally known, who being by me duly sworn, says that he is President of LHAG's, Inc., that there is no corporate seal because the State of Ohio does not require corporate seals and that the execution of the foregoing instrument was the free act and deed of said corporation.



NOTARY PUBLIC
CHRISTINE HOFMANN
Notary Public, State of Ohio
My Commission Expires Dec 16, 2013

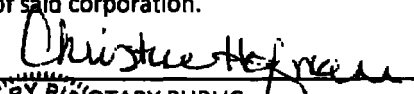

State of Ohio)
County of Trumbull) ss.

On this 25th day of March, 2011, before me personally appeared Spiros Bakeris, to me personally known, who being by me duly sworn, says that he is Vice President of LHAG's, Inc., that there is no corporate seal because the State of Ohio does not require corporate seals and that the execution of the foregoing instrument was the free act and deed of said corporation.



NOTARY PUBLIC
CHRISTINE HOFMANN
Notary Public, State of Ohio
My Commission Expires Dec 16, 2013

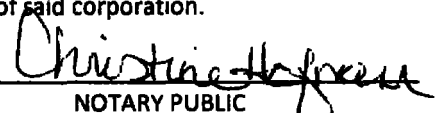

State of Ohio)
County of Trumbull) ss.

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NOTARY PUBLIC

CHRISTINE HOFMANN
Notary Public, State of Ohio
My Commission Expires Dec 16, 2013

	Locomotives Serial Number	Model
1	GN 1714	SD9
2	GN 1725	SD9
3	GN1726	SD9
4	GN 1917	SD9
5	GN 1920	SD39
6	GN 1927	SD39
7	BNSF 3440	SW15
8	BNSF 3609	SW10
9	BNSF 3630	SW10
10	BNSF 1485	GP15-1
11	BNSF 2402	GP30
12	BNSF 2426	GP30
13	BNSF 2431	GP30
14	BNSF 2455	GP30
15	BNSF 2477	GP30
16	BNSF 3442	SW15
17	BNSF 3605	SW10
18	BNSF 3641	SW10
19	BNSF 3644	SW10
20	BNSF 1480	GP15-1
21	BNSF 2435	GP30
22	BNSF 2474	GP30
23	BNSF 3417	SW15
24	BNSF 3433	SW15
25	BNSF 3456	SW15
26	BNSF 3460	SW15
27	BNSF 3461	SW15
28	BNSF 3505	SW1200
29	BNSF 3646	SW10
30	BNSF 1374	GP7
31	BNSF 3427	SW15
32	BNSF 2403	GP30
33	BNSF 2436	GP30
34	BNSF 2437	GP30
35	BNSF 2440	GP30
36	BNSF 2464	GP30
37	BNSF 1408	GP10
38	BNSF 1479	GP15-1
39	BNSF 1494	GP15-1
40	BNSF 2406	GP30
41	BNSF 2407	GP30
42	BNSF 2408	GP30
43	BNSF 2410	GP30
44	BNSF 2411	GP30
45	BNSF 2416	GP30
46	BNSF 2417	GP30
47	BNSF 2419	GP30
48	BNSF 2423	GP30
49	BNSF 2424	GP30
50	BNSF 2427	GP30
51	BNSF 2429	GP30
52	BNSF 2434	GP30
53	BNSF 2444	GP30

54	BNSF 2449	GP30
55	BNSF 2450	GP30
56	BNSF 2451	GP30
57	BNSF 2453	GP30
58	BNSF 2454	GP30
59	BNSF 2458	GP30
60	BNSF 2461	GP30
61	BNSF 2463	GP30
62	BNSF 2467	GP30
63	BNSF 2469	GP30
64	BNSF 2473	GP30
65	BNSF 2475	GP30
66	BNSF 2476	GP30

67	BNSF 1716	SD9
68	BNSF 1718	SD9
69	BNSF 1721	SD9
70	BNSF 1722	SD9

Mark	Number	Model
ORSX	1	GP9
GE	1	SWITCHER
LTEX	2	SW1200
	2	SLUG
	3	GP10
	3	SW7
	5	SW8
GE	6	SWITCHER
LTE	7	SW1500
	16	GP7/9
	23	GP7
USRJ	30	GP30
	34	GP7
GEN ST	43	NW2
GEN ST	44	NW2
	50	SW7
	53	SW1500
LTEX	70	GP9
	81	SW900
	82	SW900
LTEX	110	SLUG
LTEX	112	SW1200
LTEX	115	SW1200
USRC	117	SW1200
LTEX	125	SW1200
LTEX	127	SW1200
LTEX	130	SW1200
LTEX	131	SW1200
	141	SW900
	207	SD38AC
	208	SD38AC
	210	SD38-2
	213	SD38-2
	217	SD38DC
	221	SD38DC
	223	SD38DC
AMTK	227	F40
AMTK	276	F40
AMTK	286	F40
AMTK	290	F40
UP	293	GP38-2
AMTK	296	F40
AMTK	297	F40
	301	SD18
LT	304	SW1500
	306	SD18
	317	SD18
LTE	319	SD18
AMTK	322	F40
AMTK	323	F40

AMTK	342 F40
AMTK	344 F40
AMTK	346 F40
AMTK	347 F40
AMTK	349 F40
USRJ	351 GP35
AMTK	351 F40
USRJ	355 GP35
AMTK	369 F40
AMTK	387 F40
AMTK	388 F40
LTEX	480 SW9
LTEX	500 SW1500
LTEX	501 SW1500
LTEX	530 SW1500
AMTK	550 SW1200
LTEX	552 SW9
	557 NW2
	560 SW1200
	568 SW1200
	569 SW1200
	570 SW9
LTEX	573 SW1500
AMTK	590 CF7
	591 CF7
LTE	601 WITCOMB
UCRY	602 600 HP MILITARY
	613 SW1200
AMTK	766 GP10
AMTK	767 GP10
	769 GP10
LTE	802 SW8
LTEX	802 SW900
	816 ALCO
	820 SW1
LTEX	824 SW900
LTEX	825 SW900
LTEX	826 SW900
LTEX	827 SW900
LTEX	828 SW900
LTEX	829 SW900
LTEX	830 SW900
LTEX	831 SW900
	833 SW900
	834 SW8
	835 SW900
	836 SW900
	837 SW900
	838 SW900
	839 SW900
LTEX	859 SD18
UP	905 SLUG

	911 SLUG
	915 SLUG
UP	916 SLUG
UP	923 SLUG
LTEX	925 SW900
	939 SW7
	951 SW1500
LTE	1001 SW1000
LTEX	1002 SW1000
LTEX	1003 SW1000
LTEX	1004 SW1000
	1005 SW1500
LTE	1007 SW1000
	1011 SW1500
	1019 SW9
	1024 SW1500
UP	1062 SW1500
UP	1074 SW1000
UP	1100 SW1500
	1102 SW1200
	1114 SW9
	1125 SW1200
UP	1140 SW1500
LTEX	1185 SW1000
UP	1186 SW1500
LTE	1194 SW1500
LTEX	1200 SW1200
LTE	1200 SW1200
LTE	1201 SW1200
OPR	1202 SW1200
LTEX	1203 SW1200
UP	1203 SW1500
LTE	1204 SW1200
LTE	1205 SW1200
LTEX	1206 SW1200
LTE	1206 SW1200
LTEX	1207 U30C
LTE	1209 SW1200
LTE	1210 SW1200
LTE	1211 SW1200
LTEX	1211 SW1200
UP	1212 SW1200
	1212 SW1200B
LTE	1213 SW1200
LTEX	1221 SW1200
LTE	1221 SW1200
LTEX	1231 SW1200
	1233 SW1200
LTEX	1241 SW1200
LTE	1255 SW1200
	1256 SW1200
	1259 SW1200

	1281 SW700/900
UP	1284 SW10
RS	1289 SW1200
LTE	1310 SW1500
UP	1337 GP40
CANX	1341
LTE	1400 GP15-1
UCRY	1401 GP15-1
LTE	1402 GP15-1
LTE	1403 GP15-1
LTE	1404 GP15-1
LTE	1405 GP15-1
	1408 GP15-1
	1409 GP15-1
	1410 GP15-1
LTE	1411 GP15-1
LTEX	1413 GP15-1
LTE	1414 GP15-1
LTE	1416 GP15-1
LTEX	1417 GP15-1
	1417 GP15-1
UCRY	1418 GP15-1
LTEX	1419 GP15-1
LTEX	1420 GP15-1
LTE	1421 GP15-1
LTE	1422 GP15-1
LTE	1423 GP15-1
LTE	1424 GP15-1
	1424 GP15-1
LTE	1426 GP15-1
LTE	1427 GP15-1
LTEX	1428 GP15-1
LTE	1431 GP15-1
SAV	1433 GP15-1
LTEX	1434 GP15-1
	1434 GP15-1
LTE	1435 GP15-1
	1437 GP15-1
LTE	1439 GP15-1
	1440 GP15-1
LTE	1441 GP15-1
LTE	1444 GP15-1
LTEX	1446 GP15-1
	1446 GP15-1
LTE	1447 GP15-1
	1448 GP15-1
LTE	1449 GP15-1
LTE	1450 GP15-1
LTEX	1451 GP15-1
	1451 GP15-1
	1452 GP15-1
LTEX	1453 GP15-1

	1454 GP15-1
LTEX	1455 GP15-1
	1455 GP15-1
	1456 GP15-1
LTE	1457 GP15-1
BN	1488 GP15-1
	1489 GP15-1
UCRY	1496 GP15-1
LTE	1496 GP15-1
LTE	1500 SW1500
	1500 SW1500
LTE	1501 SW1500
LTE	1502 SW1500
LTE	1503 SW1500
LTE	1504 SW1500
LTE	1505 SW1500
LTE	1506 SW1500
LTEX	1507 SW1500
LTE	1508 SW1500
LTE	1509 SW1500
LTE	1510 SW1500
LTE	1511 SW1500
LTE	1512 SW1500
LTE	1513 SW1500
LTE	1515 SW1500
LTE	1516 SW1500
LTE	1517 SW1500
LTE	1518 SW1500
LTE	1519 SW1500
LTE	1520 SW1500
LTEX	1521 SW1500
LTE	1522 SW1500
LTEX	1523 SW1500
LTEX	1525 SW1500
LTE	1526 SW1500
LTE	1527 SW1500
LTE	1528 SW1500
LTE	1529 SW1500
LTEX	1530 SW1500
LTE	1531 SW1500
LTE	1532 SW1500
LTE	1533 SW1500
LTEX	1534 SW1500
LTEX	1535 SW1500
LTEX	1537 GP35
LTE	1538 SW1500
LTEX	1539 SW1500
LTE	1540 SW1500
SF	1912 SD39-2/40-2
	1916 SD39
BN	1918 SD39
SF	1924 SD39-2/40-2

BN	1928 SD39
	2000 SW1500
	2014 SW8
SP	2294 SW1200
SP	2296 SW1200
LTEX	2372 GP35
NYSW	2400 E9
NYSW	2402 E9
BN	2475 GP15-1
	2553 GP35
WC	2557 GP35
	2641 SW1500
	2651 FRAME
	2652 FRAME
	2660 GP35
LTE	2784 B23-7
LTEX	2910 GP35
LTEX	2911 SW1500
LTEX	2912 GP35
LTEX	2913 GP35
LTEX	3000 GP40
LTEX	3001 GP40
LTEX	3434 SW1200
LTE	3501 SW1200
	3519 SW1200
LTEX	3530 SW1200
LTEX	3627 SW1200
LTEX	3629 SW1200
	3635 SW10B
LTEX	3801 GP38
LTEX	3802 GP40
CLC	3804 GP38-2
CLC	3805 GP38-2
LTEX	3900 GP40
LTEX	3901 GP40
NW	4143 GP7
NW	4205 SW1200
SP	6348 GP35
	6654 F45
	6655 F45
BN	6778 SD40-2
BN	6779 SD40-2
LTEX	7131 C36-7
	7133 C30-7
LTEX	7137 C36-7
CR	7518 GP10
CR	7535 GP10
CR	7568 GP10
CR	7582 GP10
SP	7793 B30-7
BN	7800 SD40-2
BN	7806 SD40-2

SP	8123 SW1200
IHB	8532 SW9
LTEX	8542 U30C
	8722 SW7
	8730 SW7
	8734 SW7
IHB	8739 NW2
IHB	8740 SW7
IHB	8782 SW9
	8783 SW7
IHB	8790 NW2
IHB	8817 SW9
IHB	8829 SW7
IHB	8830 NW2
	8859 SW7
	8864 SW7
	8878 SW7
CR	8883 SW7
	8935 SW7
	8982 SW9
	9004 SW9
LTEX	9005 SD40
	9007 SW900
	9088 SW9
GR	9135 SW9
	9380 SW1200
BN	9623 E9
	9910 E9
BN	9917 E9
	9925 E9
UP	11208 SW1500
GE	35129
	07-007 FRAME
	4144-16 FRAME
	GREY PRI SW1500
	SLUG SLUG
GE	INDUSTRIAL
GE	INDUSTRIAL
GE	INDUSTRIAL
GE	INDUSTRIAL
GE	INDUSTRIAL
GE	INDUSTRIAL
GE	INDUSTRIAL

4